

FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
FOR COOPERATIVE ACTIVITIES
IN THE EXPLORATION AND USE OF OUTER SPACE
FOR PEACEFUL PURPOSES

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PREAMBLE

The Government of the United States of America (hereinafter referred to as "the United States") and the Government of the Kingdom of Sweden (hereinafter referred to as "Sweden"), (hereinafter referred to collectively as the "Parties"):

Recognizing the mutual interest of the Parties in the exploration and use of outer space for peaceful purposes;

Recognizing nearly three decades of successful space science cooperation between the Parties;

Recalling the 1996 Memorandum of Understanding between the National Aeronautics and Space Administration of the United States of America and the Swedish National Space Board for Cooperative Sounding Rocket Activities;

Recognizing the mutual benefit to be gained from working together for the peaceful use of outer space for the welfare of all humankind;

Considering the desirability of expanding the scope of cooperation between the Parties in the exploration and use of outer space for peaceful purposes;

Considering the respective interests of the Parties in the potential for applications of space technologies for the benefit of the peoples of both countries;

Recognizing the value of international cooperation and of combining efforts for the exploration and use of outer space;

Recognizing the need to comply with the Missile Technology Control Regime (MTCR), of which both the Parties are members;

Wishing to promote and facilitate commercial and industrial cooperation in the area of space activities for the mutual benefit of the Parties;

Have agreed as follows:

ARTICLE 1

SCOPE OF ACTIVITIES

1. The Parties shall identify areas of mutual interest and seek to develop cooperative programs or projects (hereinafter referred to as "Programs") in the exploration and peaceful uses of outer space and shall work closely together to this end.

2. These Programs may be undertaken, as mutually agreed and subject to the provisions of this Framework Agreement and the specific terms and conditions of Implementing Arrangements set forth pursuant to Article 2, in the following areas:

- (a) Space science;
- (b) Earth science;
- (c) Biological and physical research;
- (d) Other areas of mutual interest.

3. These Programs may be implemented using the following:

- (a) Spacecraft and space research platforms;
- (b) Scientific instruments onboard spacecraft and space research platforms;
- (c) Sounding rocket and scientific balloon flights and campaigns;
- (d) Aircraft flights and campaigns;
- (e) Ground-based antennas for tracking and data acquisition;
- (f) Ground-based space research facilities;
- (g) Exchanges of scientific personnel;
- (h) Exchanges of scientific data; and
- (i) Education and public outreach activities.

4. All activities under this Framework Agreement shall be conducted in a manner consistent with the respective national laws and regulations of each Party.

5. This Agreement shall not apply to activities undertaken pursuant to the Agreement Among the Government of Canada, the Government of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America Concerning Cooperation on the Civil International Space Station, done at Washington on January 29, 1998, (hereinafter referred to as the "IGA") or any subsequent agreement that modifies or supersedes the IGA.

ARTICLE 2

IMPLEMENTING AGENCIES AND ARRANGEMENTS

1. The United States designates the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") and Sweden designates the Swedish National Space Board (hereinafter referred to as "SNSB") as implementing agencies for the purpose of this Framework Agreement. The Parties may designate other implementing agencies for specific Programs, as necessary, under this Framework Agreement.

2. The specific terms and conditions for Programs shall be set forth in implementing arrangements between the implementing agencies (hereinafter referred to as "Implementing Arrangements"). Implementing Arrangements under this Framework Agreement shall include, as appropriate, provisions related to the nature and scope of the Programs and the individual and joint responsibilities of the implementing agencies, transfer of technical data and goods, invention and patent rights, liability, and financial arrangements, consistent with the provisions of this Framework Agreement. Such Implementing Arrangements shall incorporate by reference and be subject to this Framework Agreement, unless the Parties agree

otherwise.

ARTICLE 3

CONSULTATIONS

1. The Parties shall consult, as appropriate, to review the implementation of activities undertaken pursuant to this Framework Agreement, and to exchange views on potential areas of future cooperation.
2. In the event questions arise regarding the implementation of Programs under this Framework Agreement, the program managers of the specific program involved shall endeavor to resolve the questions. If the program managers are unable to reach an agreement, then the matter will be referred to a more senior level of the implementing agencies or to representatives of the Parties for joint resolution.

ARTICLE 4

FINANCIAL ARRANGEMENTS

The Parties shall be responsible for funding their respective activities under this Framework Agreement, unless otherwise agreed. Obligations of the Parties under this Framework Agreement and any Implementing Arrangements hereunder shall be subject to the availability of appropriated funds.

ARTICLE 5

CUSTOMS, ENTRY AND TEMPORARY RESIDENCE, AND OVERFLIGHT

1. In accordance with its national laws and regulations, each Party shall arrange free customs clearance and waiver of all applicable duties and taxes for equipment and related goods necessary to carry out activities under Implementing Arrangements established under this Framework Agreement. In the event that any customs fees or taxes of any kind are nonetheless levied on such equipment and related goods, such customs fees or taxes shall be borne by the Party levying such fees or taxes.
2. In accordance with its national laws and regulations, each Party shall facilitate the provision of the appropriate entry and residence documentation for the other Party's representatives who enter, exit and reside within their territories in order to carry out activities under Implementing Arrangements established under this Framework Agreement.
3. In accordance with its national laws and regulations, each Party shall facilitate the provision of aircraft and balloon overflight clearances, as necessary, in order to carry out activities under Implementing Arrangements established under this Framework Agreement.

4. The obligations of this Article shall be implemented on a reciprocal basis.

ARTICLE 6

EXCHANGE OF TECHNICAL DATA AND GOODS

1. All activities of the Parties (including their implementing agencies) will be carried out in accordance with their national laws and regulations, including their export control laws and regulations and those pertaining to the control of classified information.
2. In Implementing Arrangements concluded under this Framework Agreement, the Parties or implementing agencies shall be obligated to transfer only those technical data (including software) and goods necessary to fulfill their respective responsibilities under those Implementing Arrangements, in accordance with the following provisions:
 - a) The transfer of technical data for the purpose of discharging the Parties' or implementing agencies' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as provided in paragraph 1 above. If design, manufacturing, processing data and associated software, which is proprietary but not export controlled, is necessary for interface, integration, or safety purposes, the transfer shall be made and the data and associated software shall be appropriately marked.
 - b) All transfers of proprietary technical data and export-controlled goods and technical data are subject to the following provisions: In the event a Party or an implementing agency finds it necessary to transfer goods which are subject to export control or technical data which is proprietary or subject to export control, and for which protection is to be maintained, such goods shall be specifically identified as such. The receiving Party or implementing agency and its related entities (e.g., contractors and subcontractors) shall mark all technical data and indicate its use and disclosure for the purposes of fulfilling the receiving Party's or implementing agency's program responsibilities implemented under this Framework Agreement. The identified goods and marked technical data shall not be disclosed or re-transferred to any other entity without the prior written permission of the furnishing Party or implementing agency. The receiving Party or implementing agency shall abide by the terms of the notice, and protect any such identified goods and marked technical data from unauthorized use and disclosure. The receiving Party or implementing agency also agrees to obtain these same obligations from its related entities prior to further transfer.
 - c) All goods, marked proprietary data, and marked or unmarked technical data subject to export control, which are transferred under the Programs implemented by this Framework Agreement, shall be used by the receiving Party or implementing agency and its related entities exclusively for the purposes of the Programs implemented by this Framework Agreement.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

Nothing in this Framework Agreement shall be construed as granting or implying any right to, or interest in, patents or inventions of the Parties, the implementing agencies, or the related entities of the implementing agencies for activities conducted under this Framework Agreement. Matters related to protection of intellectual property rights shall be addressed as appropriate in the Implementing Arrangements.

ARTICLE 8

ALLOCATION OF RISKS

1. The Parties agree that a comprehensive cross-waiver of liability between the Parties and their related entities shall further participation in space exploration, use, and investment. The cross-waiver of liability shall be broadly construed to achieve this objective. The terms of the waiver are set out below.

2. With regard to all activities undertaken pursuant to this Framework Agreement, neither Party shall make any claim against the other, employees of the other, the other's related entities (e.g., contractors, subcontractors, scientific investigators, or their contractors or subcontractors), or employees of the other's related entities for any damage arising through negligence or otherwise. The term "damage" shall for the purpose of this Framework Agreement mean: (i) bodily injury to, or other impairment of health of, or death of, any person; (ii) damage to, loss of, or loss of use of any property; (iii) loss of revenue or profits; or (iv) other direct, indirect, or consequential damage. As used in this Article, the term "Party" means each Party to this Framework Agreement, including its respective implementing agencies.

3. Each Party shall extend this cross-waiver of liability to its own related entities by requiring them, by contract or otherwise, to waive all claims against the other Party, related entities of the other Party, and employees of the other Party or of its related entities for damage arising from, or related to, activities undertaken pursuant to this Framework Agreement.

4. This cross-waiver of liability shall not be applicable to:

- (i) claims between a Party and its own related entity or between its own related entities;
- (ii) claims made by a natural person, his/her estate, survivors, or subrogees for bodily injury, other impairment of health or death of such natural person, except where a subrogee is a Party or an agency of a Party;
- (iii) claims for damage caused by wilful misconduct;
- (iv) intellectual property claims;
- (v) claims for damage resulting from a failure of the Parties to extend the cross-waiver of liability as set forth in paragraph 3 or from a failure of the

Parties to ensure that their related entities extend the cross-waiver of liability;
or
(vi) contract claims between the Parties based on express contractual provisions.

5. For avoidance of doubt, this cross-waiver of liability shall be applicable to claims arising from the Convention on International Liability for Damage Caused by Space Objects, done on 29 March 1972, where the person, entity, or property causing the damage is involved in activities under this Framework Agreement and the person, entity, or property damaged is damaged by virtue of its involvement in activities under this Framework Agreement.

6. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

7. In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defence of any such claims.

ARTICLE 9

EFFECT ON OTHER COOPERATION

This Framework Agreement shall be without prejudice to the cooperation by either Party with other States or with International Organizations.

ARTICLE 10

AMENDMENTS

This Framework Agreement may be amended through mutual written agreement by the Parties.

ARTICLE 11

ENTRY INTO FORCE, DURATION AND EXTENSION

This Framework Agreement shall enter into force upon the date of signature and shall remain in force for ten (10) years unless terminated in accordance with Article 12. This Framework Agreement may be extended through mutual written agreement between the Parties.

ARTICLE 12**TERMINATION**

1. Either Party may terminate this Framework Agreement by providing at least six months' written notice to the other Party.
2. Termination or expiration of this Framework Agreement shall not affect Implementing Arrangements that are in effect at the time of the expiration or termination of this Framework Agreement.
3. Notwithstanding termination or expiration of this Framework Agreement, the obligations of the Parties set forth in Articles 6, 7, and 8 of this Framework Agreement, concerning Exchange of Technical Data and Goods, Intellectual Property Rights, and Allocation of Risks shall continue to apply after the expiration of this Framework Agreement.

DONE at Stockholm, in duplicate, this 14th day of October, 2005, in the English and Swedish languages, each text being equally authentic.

For the Government of the
United States of America



For the Government of the
Kingdom of Sweden

